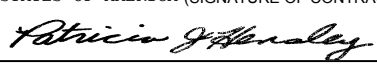


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-3164-2902		PAGE 1 OF 26	
2. CONTRACT NO. DACW31-03-P-0318		3. AWARD/EFFECTIVE DATE 12-Aug-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0101	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM EPPS				b. TELEPHONE NUMBER (No Collect Calls) 410-962-5610	
9. ISSUED BY  CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715  TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 0831 SIZE STANDARD: 6.0m		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO OPS DIV RAYSTOWN LAKE PROJECT JEFF KRAUSE RD 1 BOX 222 HESSTON PA 16647		CODE E1R0260		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715			
17a. CONTRACTOR/ OFFEROR  CLAYCOMB JON CLAYCOMB 1086 LAFAYETTE ROAD NEW ENTERPRISE PA 16664-8437  TEL. (814)766-2633		CODE 1XM64   FACILITY CODE 1XM64		18a. PAYMENT WILL BE MADE BY  USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>						26. TOTAL AWARD AMOUNT <b>\$20,658.60</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE DACW31-03-T-0101 <input checked="" type="checkbox"/> OFFER DATED <u>06-Aug-2003</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 12-Aug-2003	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT 1 SCOPE CHANGE

Scope of Work Amendment Change.

Stakes approximately 3/4" x 1 1/2 " by 36" long need to be a part of the tubes. Stakes are to be pressure treated.

C.2.4 Rewritten as:

Furnished Materials. The Corps of Engineers shall furnish:

- Topsoil if needed to backfill planting pits.
- Fertilizer and tree inoculants
- Weed guard mat barriers
- All bare root seedlings, up to 24 inches for spring and fall plantings.
- Root inoculations and fertilizer if determined necessary.

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DELIVER AND INSTALL 5 FLOWERING PEAR FFP DELIVER AND INSTALL 5 FLOWERING PEAR 5-6' BAREFOOT POC (REQUESTOR) JEFFREY KRAUSE (814) 658-3405, EXT. 236 POC (VENDOR) JON CLAYCOMB (814) 766-2633 POC (CONTRACTING OFFICE) WILLIAM EPPS (410)962-5610 PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum	\$40.00	\$40.00
NET AMT					\$40.00
ACRN AA Funded Amount					\$40.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DELIVER AND INSTALL 13 SNOWDRIFT FFP DELIVER AND INSTALL 13 SNOWDRIFT CRAB-APPLE 5-6' BAREROOT PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum	\$117.00	\$117.00
NET AMT					\$117.00
ACRN AA Funded Amount					\$117.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	\$135.00	\$135.00
	15 TRANSSCENDENT FLOWERING CRAB-APPLE FFP				
	15 TRANSSCENDENT FLOWERING CRAB-APPLE 5-6 FOOT BARERROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$135.00
---------	----------

ACRN AA Funded Amount	\$135.00
-----------------------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lump Sum	\$135.00	\$135.00
	15 SEARGENT CRAB-APPLE 5-6 FEET BARERROOT FFP				
	15 SEARGENT CRAB-APPLE 5-6 FEET BARERROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$135.00
---------	----------

ACRN AA Funded Amount	\$135.00
-----------------------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lump Sum	\$90.00	\$90.00
	15 DOLGO FLOWERING CRAB-APPLE 5-6' FFP				
	15 DOLGO FLOWERING CRAB-APPLE 5-6' BARERROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$90.00
---------	---------

ACRN AA Funded Amount	\$90.00
-----------------------	---------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lump Sum	\$40.00	\$40.00
	5 GRANNY SMITH APPLE 5-6' BAREROOT				
	FFP				
	5 GRANNY SMITH APPLE 5-6' BAREROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$40.00
---------	---------

ACRN AA Funded Amount	\$40.00
-----------------------	---------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum	\$40.00	\$40.00
	5 BANNA APPLE 5-6FT. BAREROOT				
	FFP				
	5 BANNA APPLE 5-6FT. BAREROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$40.00
---------	---------

ACRN AA Funded Amount	\$40.00
-----------------------	---------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum	\$400.00	\$400.00
	20 HAWTHORN 4FT BAREROOT				
	FFP				
	20 HAWTHORN 4FT BAREROOT				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$400.00
---------	----------

ACRN AA Funded Amount	\$400.00
-----------------------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lump Sum	\$1,800.00	\$1,800.00
	60 SPRUCE 4-5 FT. CONTAINER OR BB				
	FFP				
	60 SPRUCE 4-5 FT. CONTAINER OR BB				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$1,800.00
---------	------------

ACRN AA Funded Amount	\$1,800.00
-----------------------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum	\$1,800.00	\$1,800.00
	60 LARGE WHITE PINE 4-5 FEET				
	FFP				
	60 LARGE WHITE PINE 4-5 FEET				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$1,800.00
---------	------------

ACRN AA Funded Amount	\$1,800.00
-----------------------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lump Sum	\$225.00	\$225.00
	15 ARROWOOD VIBURNUM 2-3 FEET TALL				
	FFP				
	15 ARROWOOD VIBURNUM 2-3 FEET TALL MULTI-BRANCHED				
	MINIMUM 2 GAL CONTAINER				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$225.00
---------	----------

ACRN AA Funded Amount	\$225.00
-----------------------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Lump Sum	\$225.00	\$225.00
	15 CHOKECHERRY 2-3 FEET TALL				
	FFP				
	15 CHOKECHERRY 2-3 FEET TALL MULTI-BRANCHED MINIMUM 2 GAL				
	CONTAINER				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$225.00
---------	----------

ACRN AA Funded Amount	\$225.00
-----------------------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lump Sum	\$180.00	\$180.00
	15 ALDER 2-3 FEET TALL MULTI-BRANCHED				
	FFP				
	15 ALDER 2-3 FEET TALL MULTI-BRANCHED MINIMUM 2 GAL				
	CONTAINER				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$180.00
---------	----------

ACRN AA Funded Amount	\$180.00
-----------------------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lump Sum	\$225.00	\$225.00
	15 GRAY DOWOOD2-3 FEET TALL				
	FFP				
	15 GRAY DOWOOD2-3 FEET TALL MULTI-BRANCHED MINIMUM 2 GAL				
	CONTAINER				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$225.00
---------	----------

ACRN AA Funded Amount	\$225.00
-----------------------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	15 SILKY DOGWOODS 2-3 FEET TALL FFP 15 SILKY DOGWOODS 2-3 FEET TALL MULTI-BRANCHED MINIMUM 2 GAL CONTAINER PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum	\$225.00	\$225.00
NET AMT					\$225.00
ACRN AA Funded Amount					\$225.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	15 FLOWERING DOGWOOD 5-6 FOOT FFP 15 FLOWERING DOGWOOD 5-6 FOOT CONTAINERIZED PURCHASE REQUEST NUMBER: W81W3G-3164-2902	1	Lump Sum	\$240.00	\$240.00
NET AMT					\$240.00
ACRN AA Funded Amount					\$240.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Lump Sum	\$225.00	\$225.00
	HAWTHORN 2-3 FEET MINIMUM 2 GALLON FFP				
	HAWTHORN 2-3 FEET MINIMUM 2 GALLON CONTAINER				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$225.00
---------	----------

ACRN AA Funded Amount	\$225.00
-----------------------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		1	Lump Sum	\$633.60	\$633.60
	1056 FEET OF WELDED WIRE FENCE 2X4 FFP				
	1056 FEET OF WELDED WIRE FENCE 2X4				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$633.60
---------	----------

ACRN AA Funded Amount	\$633.60
-----------------------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1	Lump Sum	\$528.00	\$528.00
	176 STEEL T-POST 60 INCHES TALL FFP				
	176 STEEL T-POST 60 INCHES TALL				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$528.00
---------	----------

ACRN AA Funded Amount	\$528.00
-----------------------	----------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		1	Lump Sum	\$1,520.00	\$1,520.00
	TUBEX TREE SHELTER - 48 INCHES				
	FFP				
	TUBEX TREE SHELTER - 48 INCHES				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$1,520.00
---------	------------

ACRN AA Funded Amount	\$1,520.00
-----------------------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		1	Lump Sum	\$5,280.00	\$5,280.00
	INSTALLATION OF TREES, FENCING AND POST				
	FFP				
	INSTALLATION OF TREES, FENCING AND POST FOR LARGER STOCK				
	TREES				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$5,280.00
---------	------------

ACRN AA Funded Amount	\$5,280.00
-----------------------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		1	Lump Sum	\$1,155.00	\$1,155.00
	INTALL 105 SMALLER CONTAINERIZED POTS				
	FFP				
	INTALL 105 SMALLER CONTAINERIZED POTS				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$1,155.00
---------	------------

ACRN AA Funded Amount	\$1,155.00
-----------------------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		1	Lump Sum	\$5,000.00	\$5,000.00
	PLANTING SEEDLINGS 10000				
	FFP				
	PLANTING SEEDLINGS 10000				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$5,000.00
---------	------------

ACRN AA Funded Amount	\$5,000.00
-----------------------	------------

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024		1	Lump Sum	\$400.00	\$400.00
	INSTALL SHELTERS				
	FFP				
	INSTALL SHELTERS				
	PURCHASE REQUEST NUMBER: W81W3G-3164-2902				

---

NET AMT	\$400.00
---------	----------

ACRN AA Funded Amount	\$400.00
-----------------------	----------

FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A

0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
0018	N/A	N/A	N/A	N/A
0019	N/A	N/A	N/A	N/A
0020	N/A	N/A	N/A	N/A
0021	N/A	N/A	N/A	N/A
0022	N/A	N/A	N/A	N/A
0023	N/A	N/A	N/A	N/A
0024	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 20-AUG-2003 TO 31-MAY-2004	N/A	OPS DIV RAYSTOWN LAKE PROJECT JEFF KRAUSE RD 1 BOX 222 HESSTON PA 16647 (814) 658-3405 EXT 236 FOB: Destination	E1R0260
0002	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0003	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0004	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0005	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0006	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0007	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0008	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0009	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260

0010	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0011	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0012	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0013	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0014	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0015	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0016	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0017	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0018	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0019	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0020	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0021	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0022	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0023	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260
0024	POP 20-AUG-2003 TO 31-MAY-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	E1R0260

## ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082420 2500A05250014900 NA 96181

COST 000000000000  
 CODE:  
 AMOUNT: \$20,658.60

#### CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-3	Notice of Total HUBZone Set-Aide	JAN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-6 Alt I	Notice of Total Small Business Set-Aside (Jul 1996) - Alternate I	OCT 1995
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)**

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

**STATEMENT OF WORK**

**SECTION C**

**DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT**

**C.1. Installation of Wildlife Habitat Trees – Scope of Work**

**C.1.1. Installation Requirements**

C.1.1.1. The Contractor will be required to install wildlife habitat trees at Raystown Lake in accordance with the Bid Specifications. See Appendix A, Bid Specifications.

C.1.1.2 . The Contractor shall provide labor, equipment, materials, and accessories necessary to procure and install the wildlife habitat trees.

C.1.1.3. The Contractor may be limited to a designated entry and exit area to avoid conflicts with park visitors. Any conflicts that arise between the Contractor or his personnel and the visiting public will be addressed by the Contracting Officer or his/her Designated Representative.

C.1.1.4. The Contractor will be required to attend a pre-work conference prior to beginning work. The pre-work conference will be conducted at the Raystown Lake Ranger Office.

**C.2. Material and Equipment Requirements**

C.2.1. The Contractor will provide the following:

- All manual, electric or power driven equipment necessary to install trees.
- All trees, other than government provided seedlings, as specified in the Bid Sheet.
- All fence and t-post for tree protection.
- Labor sufficient to install wildlife habitat trees and plant protections including wet mat barriers, fencing, trunk protectors and fertilizer provided by the government.
- Transportation of personnel and material to areas throughout the Raystown Project.

C.2.2. Costs incurred due to damage(s) to any government facility caused by the Contractor and/or his employees will be the responsibility of the Contractor.

C.2.3. The Contractor will furnish support vehicles sufficient to meet the needs for transportation of personnel, equipment and supplies within and between job sites at the project.

**C.2.4 Rewritten as:**

**Furnished Materials. The Corps of Engineers shall furnish:**

- **Topsoil if needed to backfill planting pits.**
- **Fertilizer and tree innoculants**
- **Weed guard mat barriers**
- **All bare root seedlings, up to 24 inches for spring and fall plantings.**
- **Root inoculations and fertilizer if determined necessary.**

**C.3. Contractor Equipment and Safety**

C.3.1 Contractor equipment may be inspected and approved by the Contracting Officer or his authorized representative prior to use. All applicable items must have operable safety equipment as specified in EM 385-1-1, Safety and Health Requirements Manual, dated 3 September 1996, available in the Raystown Lake Office.

C.3.2. All contractor employees must have and use personal protective devices as specified in EM 385-1-1 dated 3 September 1996. That equipment includes, but is not limited to, hard hats, hearing protection, footwear and eye protection. Required items will be furnished at no additional cost to the Government.

**C.4. Contract Period**

C.4.1. The installation shall commence within thirty (30) days following the receipt of Notice to Proceed. Services will be performed continuously as required by the Contracting Officer or his Authorized Representative during the contract period to accomplish the work excluding weekends and Holidays unless approved by the Contracting Officer. All work must be completed by May 31, 2004.

C.4.2. The Contractor is required to perform work Monday through Friday between the hours of 7a.m. and 5p.m. Work performed other than previously specified is to be approved in advance by Contracting Officer.

C.4.3. The Installation will be considered successful and completed when the Contracting Officer conducts a Final Inspection of various projects.

**C.5. Invoicing and Payment**

The Contractor shall submit an itemized invoice after completion of the wildlife habitat improvement projects. The invoice will contain, at a minimum, the contractor's name, address, contract number, date submitted and cost per bid item.

**C.6. Deductions**

If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed. Government provided seedlings that do not survive due to contractor error will be replaced by the contract at the contractors expense.

**C.7. Default**

Default of the contract shall be considered for various reasons relating to nonperformance of the contractual specifications.

**C.8. Warranty**

Furnished larger stock plants shall be guaranteed to be in a vigorous growing condition for a period of 12 months regardless of the contract time period. A plant shall be replaced at the contractor expense, one time under this guarantee. A written calendar time period for the guarantee of plant growth shall be furnished to the Contracting Officer. Seedlings and other plant material provided by the government will not require a warranty.

**C.9. Final Inspection and Acceptance**

Acceptance of services is the responsibility of the Contracting Officer or his/her authorized representative (COR). The Contractor will provide a letter stating that all facilities have been installed according the manufacturers recommendations.

**C.10. Insurance**

Pursuant to the contract clause entitled, Insurance—Work on a Government Installation, the contractor shall procure and maintain during the entire period of his performance under the contract the following minimum insurance.

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each vehicle) Bodily injury or death	\$ 200,000 per person \$500,000 per occurrence
Property Damage	\$20,000 per occurrence
Workers' Compensation and Employer's Liability	\$100,000 per person

Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State Worker's compensation and occupational disease statutes.

**End of Section C**

## Appendix A.

**DECIDUOUS TREE PLANTING AT RAYSTOWN LAKE**  
**PLANTING SPECIFICATIONS**  
 (sections not applicable have been deleted)

**PART 1 GENERAL****1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF NURSERYMEN (AAN)

AAN-01 (1990) American Standard for Nursery Stock

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 2607 (1969) Peats, Mosses, Humus, and Related Products

**1.3 SOURCE INSPECTIONS****1.3.1 Plant Materials**

Plant materials shall be subject to inspection at the growing site by the Contracting Officer.

**1.4 SHIPMENT, DELIVERY, INSPECTION, STORAGE, AND HANDLING****1.4.1 Shipment****1.4.1.1 Preparation**

Digging and preparation for shipment shall be done in a manner that will not cause shock or damage to branches, trunk, or root systems.

a. Balled and Burlapped (BB) Plants: Ball size and ratio shall be provided as recommended by AAN-01. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. Removal shall be accomplished by hand digging or mechanical devices. Center the plant stem or trunk in the ball and clean cut all roots at the ball surface. No roots shall be pulled from the ground. The root ball shall be completely wrapped with burlap or other suitable material and securely laced with twine.

b. Balled and Potted (Pot) Plants: Ball size and ratio shall be provided as recommended by AAN-01. The ball shall be of a diameter and depth to encompass enough fibrous and feeding root system necessary for the full recovery of the plant. Removal shall be accomplished by hand digging or mechanical devices. The plant stem or trunk shall be centered in the ball and all roots

shall be clean cut at the ball surface. No roots shall be pulled from the ground. Containers shall be used to retain the ball unbroken. Container shall be sufficiently rigid to hold ball shape and protect root mass during shipping.

#### 1.4.2 Delivery

##### 1.4.2.1 Identification

Plants shall be identified with durable waterproof labels and weather-resistant ink. Plants shall have attached labels stating the correct plant name and size.

##### 1.4.2.2 Protection During Delivery

Plants shall be protected during delivery to prevent desiccation of the plant or damage to the roots or balls. Branches of plants shall be protected by tying-in the branches and covering all exposed branches.

##### 1.4.2.3 Topsoil (Will be provided by the Corps of Engineers if needed)

#### 1.4.3 Inspection

Plant material shall be inspected upon arrival at the jobsite by the Contracting Officer for conformity to the paragraph PLANTS and paragraph Shipment, and any unacceptable plant material shall be removed from the jobsite.

#### 1.4.4 Storage

##### 1.4.4.1 Plant Storage

Plants not installed on the day of arrival at the site shall be stored and protected in areas designated by the Contracting Officer. Plants shall be protected from exposure to wind and shall be shaded from the sun. Covering that will allow air to circulate and prevent internal heat from building up shall be provided. Bare-root plants shall be heeled-in. All plants shall be kept in a moist condition by watering with a fine mist spray until planted.

#### 1.4.5 Handling

Care shall be taken to avoid injury to plants. Materials shall not be dropped from vehicles. Balled and burlapped plants shall be handled carefully to avoid cracking or breaking the earth ball and container-grown plants shall be handled by the container. Plants shall not be handled by the trunk or stems.

## PART 2 PRODUCTS

### 2.1 PLANTS

#### 2.1.1 Varieties

Plants shall be nursery grown or plantation grown stock conforming to AAN-01 and shall be of the varieties specified in the plant list bearing botanical names listed in one or more of the publications listed under "Nomenclature" in AAN-01.

#### 2.1.2 Substitutions

Substitutions will not be permitted without notifying the Contractor for approval by the Contracting Officer.

#### 2.1.3 Growing Conditions

Plants shall be grown under climatic conditions similar to those in the locality of the project.

#### 2.1.4 Quality

Well shaped, well grown, vigorous, healthy plants having healthy and well branched root systems shall be provided. Plants shall be provided free from disease, harmful insects and insect eggs, sun-scald injury, disfigurement and abrasion.

#### 2.1.5 Size

Plants shall be furnished in sizes indicated. Plants larger in size than specified may be provided at no additional cost to the Government.

#### 2.1.6 Measurement

Plant measurements shall be in accordance with AAN-01.

## PART 3 EXECUTION

### 3.2 SITE PREPARATION

#### 3.2.1 Layout

Plant material locations and bed outlines shall be staked on the project site before any excavation is made. Plant material locations may be adjusted by the Contracting Officer to meet field conditions.

#### 3.2.2 Protection of Existing Vegetation

If lawns have been established prior to planting operations, the surrounding turf shall be covered before excavations are made in a manner that will protect turf areas. Existing trees, shrubbery, and beds that are to be preserved shall be barricaded in a manner that will effectively protect them during planting operations.

### 3.3 EXCAVATION

#### 3.3.3 Plant Pits

Plant pits shall be dug to produce vertical sides and flat, uncompacted bottoms. When pits are dug with an auger and the sides of the pits become glazed, the glazed surface shall be scarified. [The size of plant pits shall be as shown.] [The minimum allowable

dimensions of plant pits shall be 150 mm (6 inches) deeper than the depth of ball or the depth of base roots; for ball or root spreads up to 600 mm, (2 feet,) pit diameters shall be twice the root spread; for ball or root spreads from 600 to 1200 mm, (2 to 4 feet,) pit diameters shall be 600 mm (2 feet) greater; for ball or root spreads over 1200 mm, (4 feet,) pit diameters shall be 1-1/2 times the ball root spread.]

### **3.5 PLANTING TIMES AND CONDITIONS**

#### **3.5.1 Deciduous Planting Time**

Install deciduous plants prior to leaf-out between October 1 and November 30 or between March 20 and May 30.

#### **3.5.4 Planting Conditions**

Planting operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted to and approved by the Contracting Officer.

### **3.6 INSTALLATION**

#### **3.6.3 Setting Plants**

Plants shall be set plumb and held in position until sufficient soil has been firmly placed around roots or ball. Plants shall be set in relation to surrounding grade so that they are even with the depth at which they were grown in the nursery, or container.

#### **3.6.10 Staking and fencing**

##### **3.6.10.2 Two Bracing Stakes – two 6 foot T-post will be used to secure**

A minimum of 12 feet of 2 inch by 4 inch by 60 inch fence will be erected around each tree and secured to the T-post.

### **3.11 RESTORATION AND CLEAN UP**

#### **3.11.1 Restoration**

Turf areas, pavements and facilities that have been damaged from the planting operation shall be restored to original condition at the Contractor's expense.

#### **3.11.2 Clean Up**

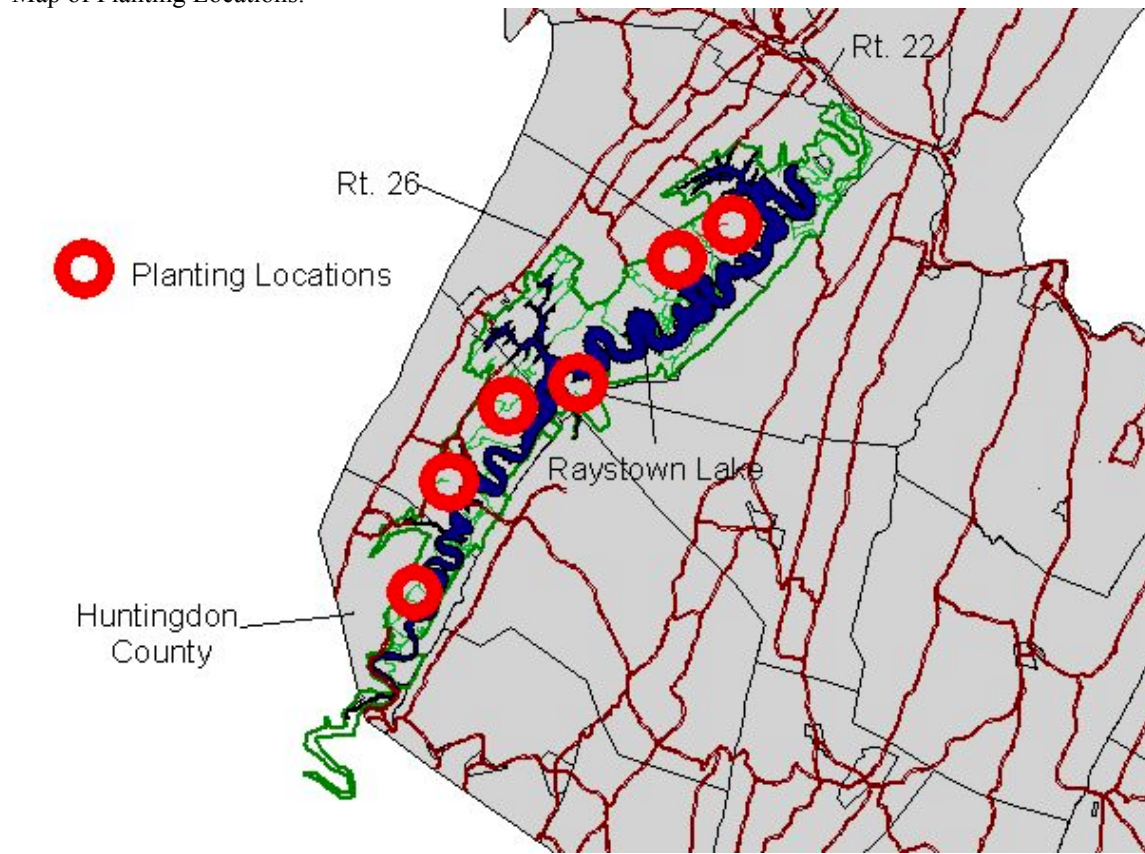
Excess and waste material from the planting operation shall be removed and disposed of off the site. Adjacent paved areas shall be cleared.

### **3.13 FINAL ACCEPTANCE**

#### **3.13.2 Final Inspection**

A final inspection shall be held by the Contracting Officer to determine that deficiencies have been corrected. Time for the inspection shall be established in writing. Acceptance of the planting operation is subject to the guarantee of plant growth.

Map of Planting Locations.



<b><u>Wildlife Tree and shrub planting bid sheet</u></b>			
	<b>Material</b>	<b>Number</b>	<b>Cost</b>
001	Flowering Pear 5-6' bare root	5	_____
002	Snowdrift Crab-apple 5-6' bare root	13	_____
003	Transscendent Fl. Crab 5-6' bare root	15	_____
004	Seargent Crab-apple 5-6'	15	_____
005	Dolgo Fl. Crab 5-6' bareroot	10	_____
006	Granny Smith Apple 5-6' bareroot	5	_____
007	Banna Apple 5-6' bareroot	5	_____
008	Hawthorne 4' bareroot	20	_____
009	Large spruce 4-5 ft. container	60	_____
010	Large white pine 4-5ft. Container	60	_____
011	Arrowwood Viburnum 2-3 feet multi-branched; minimum 2 gal container.	15	_____
012	Chokecherry 2-3 ft. multi-branched; minimum 2 gal container.	15	_____
013	Alder 2-3 ft. multi-branched; minimum 2 gal container.	15	_____
014	Gray Dogwood 3 ft. multi-branched; minimum 2 gal container.	15	_____
015	Silky Dogwood 3 ft. multi-branched; minimum 2 gal container.	15	_____
016	Flowering Dogwood, 5-6 ft. Minimum 2 gallon container.	15	_____
017	Hawthorne 2-3 feet, Minimum 2 gallon container.	15	_____
018	Fence 60" 2x4 welded wire (12 ft. per fruit tree)	1056	_____
019	T-post 2 per tree	176	_____
020	tubex shelters	400	_____
021	Installation of trees, fencing and post for larger tree stock.	208	_____
022	Installation of smaller containerized unfenced stock	105	_____
023	Planting seedlings (fall)	10000	_____
024	install shelters (fall)	400	_____
	<b><u>Total Cost</u></b>		_____



<b><u>Wildlife Tree and shrub planting bid sheet</u></b>			
	<b>Material</b>	<b>Number</b>	<b>Cost</b>
001	Flowering Pear 5-6' bare root	5	_____
002	Snowdrift Crab-apple 5-6' bare root	13	_____
003	Transscendent Fl. Crab 5-6' bare root	15	_____
004	Seargent Crab-apple 5-6'	15	_____
005	Dolgo Fl. Crab 5-6' bareroot	10	_____
006	Granny Smith Apple 5-6' bareroot	5	_____
007	Banna Apple 5-6' bareroot	5	_____
008	Hawthorne 4' bareroot	20	_____
009	Large spruce 4-5 ft. container	60	_____
010	Large white pine 4-5ft. Container	60	_____
011	Arrowwood Viburnum 2-3 feet multi-branched; minimum 2 gal container.	15	_____
012	Chokecherry 2-3 ft. multi-branched; minimum 2 gal container.	15	_____
013	Alder 2-3 ft. multi-branched; minimum 2 gal container.	15	_____
014	Gray Dogwood 3 ft. multi-branched; minimum 2 gal container.	15	_____
015	Silky Dogwood 3 ft. multi-branched; minimum 2 gal container.	15	_____
016	Flowering Dogwood, 5-6 ft. Minimum 2 gallon container.	15	_____
017	Hawthorne 2-3 feet, Minimum 2 gallon container.	15	_____
018	Fence 60" 2x4 welded wire (12 ft. per fruit tree)	1056	_____
019	T-post 2 per tree	176	_____
020	tubex shelters	400	_____
021	Installation of trees, fencing and post for larger tree stock.	208	_____
022	Installation of smaller containerized unfenced stock	105	_____
023	Planting seedlings (fall)	10000	_____
024	install shelters (fall)	400	_____
<b><u>Total Cost</u></b>			_____

